



CITY OF LAKE FOREST

Request for Bids

Tree Management Services

March 18, 2015

**Public Works Department
25550 Commercentre Drive, Suite 100
Lake Forest, CA 92630**

NOTICE INVITING BIDS

The City of Lake Forest ("City") will receive sealed bids for Tree Management Services at the office of the City Clerk, 25550 Commercentre Drive, Suite 100, Lake Forest, CA 92630, no later than Thursday, April 16, 2015 at 2:00 p.m. at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 90 calendar days after the bid opening date.

Bids must be submitted on City's Bid Forms. Bidders will not be allowed to submit electronic bids. The bid package may be obtained from the City's website at www.lakeforestca.gov/proposals.

A Mandatory Pre-Bid Conference will be held on Tuesday, March 31, 2015 at 2 p.m. at City of Lake Forest City Hall.

Each bid shall be accompanied by the non-collusion affidavit and all additional documentation required by the Instructions to Bidders.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Lake Forest Public Works Department or online at <http://www.dir.ca.gov/dlsr>. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

If the bids subject to this Notice are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. **No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.** If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Award of Contract: City shall award the Contract for the Project to the lowest responsible bidder as determined from the base bid alone by City. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. City Staff will be recommending that the City Council award a three (3) year contract with two possible one (1) year extensions.

For further information, contact David Rogers, Maintenance Manager at (949) 461-3485.

END OF NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to City on the Bid Forms which are a part of the Bid Package for the contracted services. Contract Documents may be obtained from City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

2. EXAMINATION OF CONTRACT DOCUMENTS

City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Contract Documents or questions as to their meaning shall be immediately brought to the attention of City by submission of a written request for an interpretation or correction to City. Such submission, if any, must be sent to the Public Works Manager by faxing to (949) 461-3511 or emailing to drogers@lakeforestca.gov.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and posted on the City's website. City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. PRE-BID CONFERENCE AND SERVICE AREA REVIEW

Each prospective bidder must attend the mandatory pre-bid meeting as stated in the Notice Inviting Bids. Each prospective bidder is responsible for fully acquainting itself with the conditions of the contract service area to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the contracted services.

5. ADDENDA

City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, City will extend the deadline for submission of bids. City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. The City shall post all addendums to the City's website and each prospective bidder is solely responsible for verifying if any addendums have been issued. To this end, each bidder should contact the Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

6. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.

7. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

8. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and City shall reject the Bid. City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to City of all valid license(s) currently held by that Bidder and each of the Bidder's

subcontractors, before awarding the Contract.

9. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

10. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of _____ (Bidder's Name)
for the Tree Management Services**

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying the City's designated method(s) of delivery.

11. DELIVERY AND OPENING OF BIDS

Bids will be received by City at the address shown in the Notice Inviting Bids up to the date and time shown therein. City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

12. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

13. BASIS OF AWARD; BALANCED BIDS

City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. City may reject any Bid which, in its opinion when compared to other bids received or to City's internal estimates, does not accurately reflect the cost to perform the Work. City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

14. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

15. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, City shall make a recommendation to the City Council and the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the required insurance certificates and endorsements. Once City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification.

16. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with City's Director of Public Works/City Engineer. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;

- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, City's Director of Public Works/City Engineer or other designated City staff member, shall review the basis of the protest and all relevant information. The Director of Public Works/City Engineer will provide a written decision to the protestor. The protestor may then appeal the decision of the Director of Public Works/City Engineer to the City Manager.

17. **WORKERS COMPENSATION**

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

18. **PREVAILING WAGES**

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Lake Forest Public Works Department or online at <http://www.dir.ca.gov/dlsr>. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

19. **PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

If the bids subject to this Notice are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. **No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.** If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

20. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

21. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF NONCOLLUSION DECLARATION

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder:_____

DIR Registration Number:_____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder_____

Signature_____

Name_____

Title_____

Dated_____

END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

REFERENCES

Do not use a substitute reference check form. The following are the names, addresses, and telephone numbers for three (3) public agencies, **other than the City of Lake Forest**, for which **BIDDER** has acted as the **PRIME CONTRACTOR** and performed **SIMILAR** work within the past two (2) years. Similar work in this case is tree maintenance services for other local governmental agencies.

Project Client, Contact Person and Phone Number	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work

E. VERIFICATION AND EXECUTION

These Bid Forms, including the Bid Schedule noted as Exhibit C, shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

[The Agreement will be prepared by the City's Contract Administrator.]

CITY OF LAKE FOREST

AGREEMENT FOR MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2014, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, located at 25550 Commercentre Drive, Suite 100, Lake Forest 92630 ("City") and **[INSERT NAME]**, a **[INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY PARTNERSHIP, SOLE PROPRIETORSHIP, ETC.]**, with its principal place of business at **[INSERT ADDRESS]** ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain **[INSERT TYPE OF SERVICE]** maintenance services required by the City on the terms and conditions set forth in this Agreement and the Contract Documents, Plans, and Specifications for **[INSERT NAME OF BID DOCUMENT]** dated **[DATE OF BID DOCUMENT]** which are hereby incorporated as though fully set forth herein. The contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid, together with this Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. Contractor represents that it is experienced in providing **[INSERT TYPE OF SERVICE]** maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **[INSERT NAME OF PROJECT AND CONTRACT NUMBER, IF APPLICABLE]** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **[INSERT TYPE]** maintenance services necessary for the Project ("Services"). The Services are more

particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. **[INSERT IF FEDERAL FUNDS WILL BE USED; OTHERWISE ALWAYS DELETE:** Additionally, Contractor shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I."]

3.1.2 Term. The term of this Agreement shall be from [INSERT START DATE] to [INSERT ENDING DATE], unless earlier terminated as provided herein. [INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE YEARS; OTHERWISE, ALWAYS DELETE: The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than [INSERT NUMBER] additional one-year terms.] Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **[INSERT NAME AND TITLE]**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **[INSERT NAME AND TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any

manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. **[INSERT If or Since -- ALWAYS DELETE THIS NOTE]** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **[INSERT if or since -- ALWAYS DELETE THIS NOTE]** the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.11 Bonds.

3.2.11.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and

in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.11.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.11.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.11.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.12 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services

including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.12.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of Lake Forest Local Implementation Plan ("LIP") and the applicable Water Quality Management Plan ("WQMP"). Both documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

<https://media.ocgov.com/gov/pw/watersheds/documents/damp/default.asp>

A copy of the LIP is available on the internet at:

http://www.lakeforestca.gov/depts/pw/water/local_implementation_plan_%28lip%29.asp

More information on the applicable WQMP is available on the internet at:

[http://www.lakeforestca.gov/depts/pw/water/water_quality_management_plan_\(wqmp\).asp](http://www.lakeforestca.gov/depts/pw/water/water_quality_management_plan_(wqmp).asp)

3.2.12.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in "Appendix A" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT WRITTEN DOLLAR AMOUNT]** DOLLARS (\$**[INSERT NUMBER]**) without written approval of City's **[INSERT TITLE]**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved

charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City. For agreements in excess of \$30,000.00, the City Manager may, on an annual basis, approve additional work, provided the total Agreement compensation, including the cost of additional work, does not exceed 10% of the original Agreement compensation as set forth in Section 3.3.1, for a total increase of \$XXX *****NOTE: 10% of the original Agreement compensation*****. Any additional work in excess of this amount shall be approved by the City Council.

[Small Dollar – Insert this in place of second to last sentence, otherwise delete: The City Manager may approve Extra Work not to exceed a total contract amount of thirty thousand dollars (\$30,000). Any Extra Work which causes the total contract amount to exceed thirty thousand dollars (\$30,000) shall be approved by the City Council.]

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such

termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

[INSERT BUSINESS NAME]
[INSERT STREET ADDRESS]
[INSERT CITY STATE ZIP]
Attn: [INSERT NAME AND TITLE]

City:

City of Lake Forest
25550 Commercentre Drive
Lake Forest, CA 92630
Attn: City Clerk

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Harassment Policy. Contractor shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Contractor shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Contractor's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.5.4 Fraud Policy. Contractor shall provide a copy of the City's Fraud Policy to each of its employees assigned to perform the tasks under this Agreement. Contractor shall submit to the City's Personnel Manager a statement signed by Contractor and by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Fraud Policy and certifying that they have read the Fraud Policy. A finding by the City that any of Contractor's employees have committed fraud against the City shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request. Contractor shall reimburse the City for any costs and expenses associated with fraud against the City.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.8 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's

obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.9 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.11 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.12 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.14 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.15 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.16 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.17 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.18 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.20 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.21 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.22 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.23 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.24 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF LAKE FOREST

[INSERT NAME OF CONTRACTOR]

By: _____
Mayor or City Manager

By: _____
[INSERT NAME AND TITLE]

President
Secretary OR
REQUIRED]

[If Corporation, TWO SIGNATURES,
OR Vice President **AND**
Treasurer

ATTEST:

Stephanie D. Smith, MMC
City Clerk

By: _____ By: _____

[INSERT NAME AND TITLE]

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

END OF CONTRACT

EXHIBIT A

CITY OF LAKE FOREST BID FOR TREE MANAGEMENT SERVICES SCOPE OF WORK

DEFINITIONS

Whenever the following terms are used in this agreement, they shall have the following meaning:

- A. "ARBOR PRO" – City's tree management inventory software.
- B. "CITY" - The City of Lake Forest.
- C. "CITY MANAGER" - The fully appointed City Manager of the City or his/her authorized representative.
- D. "CONTRACTOR" - The managing individual of the contracting entity or his/her authorized employees or representatives.
- E. "PUBLIC WORKS DIRECTOR" - The official designated as the Public Works Director of City, or any of his/her authorized representatives.
- F. "PUBLIC WORKS MANAGER" – The Public Works Director's designee for administering the Contractor's work under this agreement, or any of his/her authorized representatives.

1.00 STANDARDS OF WORK AND CONTRACTOR RESPONSIBILITY

- 1.01 Contractor shall provide the labor, materials, equipment, tools, services and special skills necessary for the provision of Tree Management Services, except as otherwise specified hereinafter. The premises shall be maintained to the highest of standards at no less than the frequencies set forth herein.
- 1.02 Upon commencement of work under this Contract, Contractor shall be fully equipped and staffed; thoroughly familiar with Contract requirements and prepared to provide all services required.
- 1.03 Contractor shall be responsible to correct any maintenance deficiencies, which may exist upon commencement of work under this Contract.

- 1.04 Contractor shall, during the term of this Contract, respond to all emergency calls within one hour of notification, and arrive onsite within two hours of notification, to the satisfaction of the Public Works Manager.
- 1.05 Contractor shall clearly identify and equip each vehicle used at said facilities, medians, roadways, parks, and trails areas with decals on the exterior right and left front door panels, identifying the Contractor's name, address and phone number.
- 1.06 Contractor shall report to the Public Works Manager all observations of graffiti and other vandalism; illegal activities; transient camps; missing or damaged equipment or signs; hazards or potential hazards within said project areas.
- 1.07 The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.
- 1.08 For routine maintenance work, the Contractor shall submit a cost proposal for recommended work at least two (2) weeks prior to the anticipated start date. The proposal shall include the area of work, the number and type of trees, the proposed work for each tree, the individual cost for each tree/tree type, the extended cost for each tree type, the total cost and other information as directed by the City. The Contractor shall not commence work covered by the cost proposal until the City provides written approval/direction to proceed.
- 1.09 It shall be understood that the Contractor will be required to perform and complete the proposed landscape and/or tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:
 - Tree pruning
 - Tree removal
 - Tree planting
 - Emergency response
 - Line clearance pruning
 - Safety Clearance pruning
 - Tree watering
 - Small tree care
 - Palm trunk skinning and pineapple cut

- Tree Guying
- Root pruning
- Root Barrier
- Specialty equipment rental including a **75'** aerial lift and crane
- Consulting arborist/inspection
- Other associated services required to maintain safe and attractive trees

- 1.10 The City uses Arbor Pro Urban Forest Management software (Arbor Pro) for our tree management program. The Contractor may use an alternate software program that best suits its needs related to daily management, financial tracking, etc.. as long as it also meets the City's need to have a fully compatible database file that can be imported into Arbor Pro. The Contractor has the option to purchase an Arbor Pro License to update the City's existing database directly. If the Contractor chooses to use an alternate software program, the City will require the contractor to pay any direct or third party costs that may be required to properly upload the data and update the City's existing tree inventory. Prior to the start of the contract period, the City will provide a sample file with all necessary fields. As part of the RFB process, the City will establish a period of time in which prospective contractors can submit a sample file from an alternate software program to the City to determine if it is compatible with Arbor Pro.
- 1.11 The Contractor shall provide a complete update of the City's tree inventory to the City and submit the completed inventory to the City within 6 months of the contract award. The tree inventory data shall conform to the City's existing tree inventory database in Arbor Pro. Thereafter, the Contractor shall update and maintain the City's inventory system (Arbor Pro) on a monthly basis as directed by the City to reflect changes in baseline data (e.g. species, height, DBH); to record the date and cost for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed; and to reflect the removal and replacement of trees, and the addition of trees to the inventory. The City occasionally has other City contractors for the parks, medians, parkways and slopes complete tree pruning and other related tree work on trees less than 15 feet in height. These contractors supply the necessary data to the City to update the tree inventory. The Contractor shall incorporate this data into the overall tree inventory database. The cost to complete the new update/inventory, any monthly updates and add any data supplied by other City contractors to reflect changes in the inventory shall be included in the bid prices and no additional compensation will be allowed.

- 1.12 All pruning and debris shall be cleaned up, removed, and disposed of off-site at the end of each workday. Contractor shall clean tire marks from the hardscape, sidewalks, parking lots, curbs, gutters, etc., before final payment is received. Cleanup work shall consist of restoring site to original condition after work has been performed.
- 1.13 Public Noticing shall be required seventy-two (72) hours prior to the commencement of any non-emergency work at any tree site. The notifications shall include the type of work to be performed and the anticipated duration of the work. In addition, the Contractor shall supply and post standard signage at the site of work at which work is to be performed, at least forty-eight hours in advance. The signage shall clearly state what type of work is to be done and what affect (if any) the work will have on parking availability at that particular site. The Contractor may not use any material to affix said signs to trees that may cause death or permanent damage to the tree(s).
- 1.14 Greenwaste certification and reports shall be submitted monthly. Weight slips shall be required as proof of disposal and shall be included in the monthly Greenwaste Report.

2.00 TREES TO BE MAINTAINED

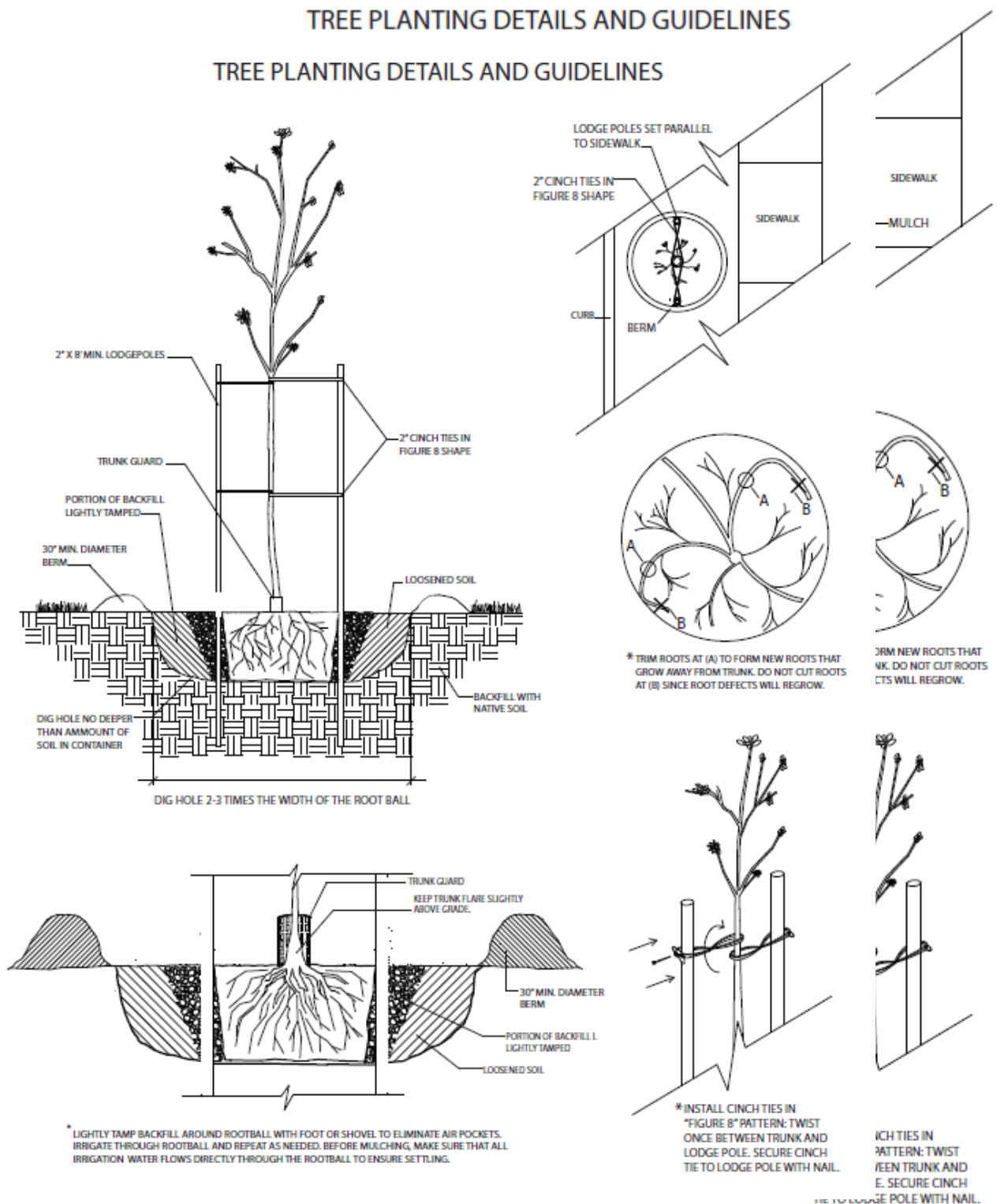
- 2.01 The trees within facilities, medians, roadsides, parks, parkways, and trail areas to be maintained under the provisions of this Contract, as directed by the Public Works Manager. These project areas are in various locations throughout the City of Lake Forest.
- 2.02 The Contractor shall perform an annual windshield inspection of parkway trees located in adjacent residential neighborhoods to identify tree limbs that hang less than 14 feet above the roadway and **less than** 9 feet above the sidewalk. This inspection is assumed under the annual tree pruning cycle planning and scheduling, therefore, no additional payment for the inspection will be made. If any trees are identified **below these standards**, the Contractor shall submit their **written** recommendations to the City.
- 2.03 Contractor acknowledges personal inspection of the trees within the facilities, medians, roadsides, parks, parkways, and trail areas, and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the subject trees in their present physical condition, and agrees to make no demands upon City for any improvements or alterations thereof.

3.00 TREE MAINTENANCE

- 3.01 All pruning and tree guying maintenance shall conform to International Society of Arboriculture (I.S.A) Standards and the specific directions of the Public Works Manager. Pruning shall be done by those experienced and skilled in pruning techniques and under the supervision of a certified arborist. All cuts shall be done using proper arboricultural and horticultural practices. Dressing wounds will not be allowed. **Contractor shall not allow any tree to be topped, tip pruned or pollard.**
- 3.02 Clearance: Maintain City-owned trees to provide a fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways and not less than nine (9) foot clearance for pedestrians over the sidewalks. Lower branching may be appropriate for trees in background and ornamental areas. Prune plant materials where necessary to maintain access and safe vehicular visibility and clearance and to prevent or eliminate hazardous conditions.
- 3.03 Tree pruning shall be performed with the intent of developing healthy, structurally sound trees with natural form and proportion, symmetrical appearance, and proper vertical and horizontal clearance.
- 3.04 Tree planting shall follow planting specification:
- Trees must be of quality nursery stock, free from pests, disease and structural defects. Strong trees should have straight roots, a thick trunk, and one dominant leader to the top. The root flare should be in the top 2" of the root ball.
 - Dig the planting pit twice as wide as the root ball, or as wide as practical per planting location. Pit should be no deeper than the soil in the tree container.
 - Remove the tree from the container (15 gallon), or bottom from box size trees.
 - If needed, remove soil and roots from top of root ball to expose root flare.
 - Backfill the pit halfway with native soil. The soil level above the finish grade should be 1" for 15 gallon trees, 2" for 24" box trees, and 3" for 36" box trees.
 - Place tree in planting pit.
 - Remove roots that descend and mat along the side and bottom of the root ball. Roots that circle should be cut.
 - Flood the bottom of the pit with water.

- Complete backfill of pit with native soil, tamping in soil with feet or shovel handle to insure there are no air pockets and that soil is reasonably firm.
- **Use Agriform planting tablets as appropriate and according to tree size.**
- Prepare 3'-4' diameter earthen water basin.
- Remove nursery stake and install two (2) tree stakes that are tall enough to support the tree. Tree should be placed so that the nursery stake side of trunk is facing north to reduce the potential of sunburn to the trunk.
- Attach trees to stakes with up to four (4) 18-24 inch cinch soft rubber ties nailed to the tree stakes and with enough tension to support the tree in an upright position. Attach a trunk protector to the base of the tree.
- Add a 3-4" layer of mulch around the planting pit. Keep mulch away from the trunk of the tree.
- Add enough water to fill the water well.

3.05 Tree planting details and guidelines with mulch:



3.06 Tree planting details and guidelines without mulch:

- 3.07 Tree stakes, two (2) per tree, shall be pentachlorophenol treated pine lodge pole. Stakes shall be placed vertically; 8 to 10 inches from the tree trunk; shall not rub against any part of the tree during windy conditions; shall be tied using materials and methods as approved by Public Works Manager.
- 3.08 Tree guys/ties shall be checked frequently and either adjusted to prevent girdling or loosened and then ultimately removed along with the stakes when no longer required. Broken stakes shall be replaced as required.
- 3.09 Periodic staking and tying shall be performed as needed and/or as directed by the Public Works Manager.
- 3.10 All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage shall be addressed upon detection by the Contractor and reported to the Public Works Manager **in writing and accompanied with photos.**
- 3.11 Removal of dead shrubs and trees. Public Works Manager shall be notified in advance to obtain authorization for the removal of any tree or shrub.
- 3.12 Ailing or stunted trees, which fail to meet expected growth expectations, shall be brought to the attention of the Public Works Manager.
- 3.13 Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. If there are doubts or questions, contact the Public Works Manager. Tree suckers shall be removed as needed.
- 3.14 Lower branches can be removed only after tree is able to stand erect without staking or other support.
- 3.15 The Contractor shall update Arbor Pro with tree pruning, planting, and removal information, stating where and when the trees were pruned, planted, and/or removed, GPS location, address **as** available, and species type.
- 3.16 Any individual dead limb or branch, detached or not, could be a safety hazard and will be removed as needed by the Tree Maintenance Contractor.
- 3.17 Any trees broken, damaged, and/or uprooted as a direct result of storm

damage, wind damage, accident, or vandalism, shall be trimmed, replanted, or replaced, and debris removed within twenty-four (24) hours of notification. City authorization, by the Public Works Manager, shall occur if plant replacement is required by the Tree Maintenance Contractor. Any debris blocking roadways or parking areas shall be removed within one (1) hour of notification to Contractor. The Contractor shall call the Public Works Manager to confirm the damage, prepare a material request and estimate of plant material replacement based on contract unit prices. After receiving authorization, the Contractor will submit an invoice with the monthly statement for additional labor and applicable materials.

- 3.18 The Tree Maintenance Contractor will replace and be held liable for any damages done to trees due to poor management procedures (i.e., improper staking, damage done by not removing tie wires, improper pruning, etc.).
- 3.19 If, in the opinion of the Public Works Manager, the newly planted tree dies as a direct result of neglect, inadequate care, or inadequate maintenance, the replacement item and required labor shall be provided by the Tree Maintenance Contractor, at no cost to the City. This includes material newly planted and material, which has been planted. Replacement must be of comparable size and species.
- 3.20 All trees shall be pruned to prevent or maintain encroachment onto private property. Pruning of these trees are not considered safety prunes and do not qualify as such.
- 3.21 Pruning procedures and pruning criteria shall follow the current ANSI-A300 pruning standards. Trees shall be pruned as required to remove broken or diseased branches, to allow for public use access, maintenance access, and for safety. It shall be the Contractor's prime pruning responsibility to conduct a pruning program, which will ultimately develop natural tree scaffolding, strength, and appearance consistent with the intended use. Before any work commences, the Contractor will prune one typical tree of each different species scheduled for pruning as an example. Any necessary corrections to the example, as determined by the Public Works Manager, shall be made prior to proceeding with production work. All major pruning operations shall be scheduled and approved by the Public Works Manager before work begins. If at any time corrections of the pruning work is required the Contractor will perform the corrections at no additional cost to the City.

- 3.22 All pruning and debris shall be removed and properly disposed of immediately.
- 3.23 Contractor shall perform minor tree surgery as required.
- 3.24 Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways and walkways.
- 3.25 Palm trees shall be pruned and left with a pineapple bowl cut (phoenix canariensis) and all trunks shall be skinned.
- 3.26 **Contractor is to extend the same costs for pruning of private trees located in the parkway or front yard of any residence or business.**

4.00 ANNUAL PRUNING PROGRAM

- 4.01 Contractor shall assist the City with executing an annual pruning program based on a four (4) year cycle, including personnel and vehicles that would be required to complete the project.
- 4.02 Surrounding plant material shall be protected during tree maintenance operations. The Contractor shall be responsible for all damage caused by poor procedures, The City will require full and complete repair of the damaged areas and plants.

5.00 TREE REMOVALS

- 5.01 All trees which are downed or dead by either natural or unnatural causes shall be removed and disposed of off-site. Stumps shall be ground to twelve inches below grade. All shavings need to be removed and the hole shall be filled with clean soil and compacted. Stump removal shall be included in the tree removal unit price.
- 5.02 If the Contractor foresees a problem with access to a tree deemed for removal, the Contractor shall contact the Public Works Manager prior to the removal work to discuss alternate removal methods.
- 5.03 Contractor is to extend the same costs for removal of private trees located in the parkway or front yard of any residence or business.

6.00 PLANT MATERIAL

- 6.01 Plant material shall conform to the requirements of the landscape plans of the area and to horticultural standards as to kind, size, age, etc. as approved by the Public Works Manager.

6.02 Plans of record and specifications should be consulted to ensure correct identification of species. Substitutions may be allowed but only with the prior written approval of the Public Works Manager.

6.03 Quality

- A. Plants shall be sound, healthy, and vigorous, free from plant disease, insect pests or their eggs, and shall have healthy normal root systems free from girdling, and comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.
- B. Plant materials shall be symmetrical, and/or typical for variety and species.
- C. Trees shall not have been topped.
- D. Roots shall not have been allowed to circle, girdle, or become bound at any stage of growth.
- E. All plant material must be provided from a licensed nursery and shall be subject to acceptance as to quality by the City.

6.04 Plant Material Guarantee

Contractor shall replace, at no cost to the City, any plant material planted by Contractor under this Contract which fail to establish, grow, live and remain in healthy condition, regardless of the reason for said failure, as follows:

- A. All trees shall be guaranteed for one year from the date of acceptance of the job by the Public Works Manager.
- B. All shrubs shall be guaranteed for ninety (90) days from the date of acceptance of the job by the Public Works Manager.

Nothing in this section shall in any way reduce or remove Contractor's responsibility as specified elsewhere in this Contract.

7.00 CONTRACTOR'S DAMAGES

7.01 All damages incurred to existing facilities, medians, roadsides, parks or trails area trees by the Contractor's operation shall be reported in writing by the end of the working day. All damages shall be repaired or replaced, by the Contractor, all at the discretion of the Public Works Manager, all at the Contractor's expense.

7.02 All damages to trees, landscape, turf, facilities, equipment, irrigation systems, roadways, parks, or trails areas shall be repaired or replaced within five (5) working days.

7.03 Damaged trees and shrubs shall be repaired or replaced in-kind, in accordance with the following maintenance practices:

- A. Trees: Minor damage such as bark lost from impact of operating equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss or significant compromise to the health or quality of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the Public Works Manager.
- B. Shrubs: Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the old plant material and replacement with new plant material as approved by the City.
- C. Adjacent turf and groundcover: All damage shall be corrected by appropriate amending, leveling and sod replacement as needed. Minor groundcover damage shall be corrected by appropriate pruning. Major damage shall be corrected by removal of the old plant material and replacement with new plant material identical to the damaged plant material.
- D. Adjacent Improvements: The Contractor shall report any damage to the City at the end of each working day in writing. The Contractor shall remove and replace all surface and hardscape improvements damaged by its work. All damaged improvements shall be replaced in accordance with City of Lake Forest standards. The Contractor shall be fully licensed for the type of repair work being performed or shall employ a subcontractor licensed in the discipline required.

EXHIBIT B

CITY OF LAKE FOREST TREE MANAGEMENT SERVICES SCHEDULE OF SERVICES

1.00 HOURS AND DAYS OF MAINTENANCE SERVICES

- 1.01 The basic daily hours of maintenance service shall be 9:00 a.m. to 3:00 p.m. on main or arterial streets and 7:00 a.m. to 5:00 p.m. on residential streets as well as within the City's parks, which shall be considered normal work hours as may pertain to any other provision of the Contract. Any changes in the hours of operation heretofore prescribed shall be subject to approval by the Public Works Manager.
- 1.02 Contractor shall provide staffing to perform the required maintenance services during the prescribed hours **five (5) days per week, Monday through Friday**. Any changes in the days of operation heretofore prescribed shall be subject to approval by the Public Works Manager.
- 1.03 The use of power tools is prohibited daily between 10:00 p.m. and 7:00 a.m., and all day on Sundays and Holidays, except under emergency circumstances as approved by the Public Works Manager.
- 1.04 All tree pruning activities listed in Bid Item Numbers A1 through **A9** must take place within 180 calendar days from award of contract.

2.00 HOLIDAY SCHEDULES

- 2.01 In observance of City Holiday's, City Hall, and the Sport's Park Community Center will be closed as follows (observance days subject to change each calendar year):

New Year's Day	Labor Day
Martin Luther King Jr Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day

3.00 MAINTENANCE SCHEDULES

- 3.01 Contractor shall assist the City with developing a recommended annual pruning program including personnel and vehicles that would be required to complete the project.

EXHIBIT C

CITY OF LAKE FOREST TREE MANAGEMENT SERVICES BID SCHEDULE

CONTRACTOR'S BID SCHEDULE

This form will be incorporated into Exhibit C of the Tree Management Contract as Exhibit C. The matrix below describes items upon which the City requests a bid. **Please note that the numbers listed in the "Bid" categories of the matrix below are estimates only, and will not be used for any purpose other than to compare bids received. The actual payments made to the Vendor will be based on the Vendor's actual work performed for the City consistent with the terms and conditions of the contract documents.** The undersigned declares he/she has carefully examined the locations of the work, read the Bid Specifications including Exhibits A, B, and D and hereby proposes to furnish all labor, materials, equipment, transportation, and services required to do all the work in this Tree Management Services Agreement in accordance with the bid specifications of the City of Lake Forest, and that he/she will take in full payment therefore the following unit prices for each item complete, to wit:

Item No.	Description	Bid Item Price	Units	Annual Total
A1	Tree Pruning (All Species Except Palms) *0" to 6"	\$ _____ (Each)	1,400	\$ _____ (Extended Amount)
A2	Tree Pruning (All Species Except Palms) *7" to 12"	\$ _____ (Each)	1,060	\$ _____ (Extended Amount)
A3	Tree Pruning (All Species Except Palms) *13" to 18"	\$ _____ (Each)	650	\$ _____ (Extended Amount)
A4	Tree Pruning (All Species Except Palms) *19" to 24"	\$ _____ (Each)	200	\$ _____ (Extended Amount)
A5	Tree Pruning (All Species Except Palms) *25" to 30"	\$ _____ (Each)	250	\$ _____ (Extended Amount)

Item No.	Description	Bid Item Price	Units	Annual Total
A6	Tree Pruning (All Species Except Palms) *31" and Over	\$ _____ (Each)	135	\$ _____ (Extended Amount)
A7-1	Tree Pruning (Palms) All Diameters at Breast Height with trunk skinning	\$ _____ (Each)	10	\$ _____ (Extended Amount)
A7-2	Tree Pruning (Palms) All Diameters at Breast Height without trunk skinning	\$ _____ (Each)	10	\$ _____ (Extended Amount)
A8	Service Request Prune (All Species) All Diameters at Breast Height	\$ _____ (Each)	25	\$ _____ (Extended Amount)
A9	Annual Pruning (Corals, Elms, & Tipus)	\$ _____ (Each)	400	\$ _____ (Extended Amount)
A10	Tree Staking (All Species) Including Stakes/Ties	\$ _____ (Each)	1	\$ _____ (Extended Amount)
A11	Tree Guying (All Species) Including Wire/Anchors	\$ _____ (Each)	1	\$ _____ (Extended Amount)
A12	Tree Root Pruning (All Species) Per Linear Foot	\$ _____ (Per LF)	1	\$ _____ (Extended Amount)
A13	Tree Root Barrier Installation (Including 24 " Bio Barrier or Approved Equivalent)	\$ _____ (Per LF)	1	\$ _____ (Extended Amount)
A14	Tree Removal and Stump Grinding (All Species Except Palms) *0" to 12"	\$ _____ (Each)	5	\$ _____ (Extended Amount)

Item No.	Description	Bid Item Price	Units	Annual Total
A15	Tree Removal and Stump Grinding (All Species Except Palms) *13" to 25"	\$ _____ (Each)	25	\$ _____ (Extended Amount)
A16	Tree Removal and Stump Grinding (All Species Except Palms) *26" to 36"	\$ _____ (Each)	25	\$ _____ (Extended Amount)
A17	Tree Removal and Stump Grinding (All Species Except Palms) *Above 37"	\$ _____ (Each)	25	\$ _____ (Extended Amount)
A18	Tree Removal and Stump Grinding (Palms) All Diameters	\$ _____ (Each)	10	\$ _____ (Extended Amount)
A19	Stump Grinding Only (All Species) 0" to 20" Diameter Inches	\$ _____ (Each)	25	\$ _____ (Extended Amount)
A20	Stump Grinding Only (All Species) 21" to 39" Diameter Inches	\$ _____ (Each)	25	\$ _____ (Extended Amount)
A21	Stump Grinding Only (All Species) Above 40" Diameter Inches	\$ _____ (Each)	1	\$ _____ (Extended Amount)
A22	Tree Removal Only (All Species Except Palms) *0" to 12"	\$ _____ (Each)	1	\$ _____ (Extended Amount)
A23	Tree Removal Only (All Species Except Palms) *13" to 25"	\$ _____ (Each)	1	\$ _____ (Extended Amount)

Item No.	Description	Bid Item Price	Units	Annual Total
A24	Tree Removal Only (All Species Except Palms) *26" to 36"	\$ _____ (Each)	1	\$ _____ (Extended Amount)
A25	Tree Removal Only (All Species Except Palms) *Above 37"	\$ _____ (Each)	1	\$ _____ (Extended Amount)
A26	Tree Removal Only (Palms) All Diameters	\$ _____ (Each)	1	\$ _____ (Extended Amount)
A27	Scheduled Work Crew (3 Staff, Aerial Unit, Box Truck, Chipper, Chain Saws & Misc. Equipment) Regular Business Hours	\$ _____ (Per Hour)	1	\$ _____ (Extended Amount)
A28	Emergency Response Crew (3 Staff, Aerial Unit, Box Truck, Chipper, Chain Saws & Misc. Equipment) After Hours, Weekends, & City Holidays	\$ _____ (Per Hour)	5	\$ _____ (Extended Amount)
A29	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes 15 Gallon Container	\$ _____ (Each)	1	\$ _____ (Extended Amount)
A30	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes 24" Box Container	_____ (Each)	1	\$ _____ (Extended Amount)
A31	Tree Planting (All Species) Including Purchase & Planting of Tree, Tabs, Amendments & Stakes 36" Box Container	\$ _____ (Each)	1	\$ _____ (Extended Amount)

Item No.	Description	Bid Item Price	Units	Annual Total
A32	Arborist Reports (time and document)	\$ _____ (Each)	20	\$ _____ (Extended Amount)
A33	Arborist Inspections (time only)	\$ _____ (Hourly)	20	\$ _____ (Extended Amount)

TOTAL BID PRICE (BASED ON BID SCHEDULE):

\$ _____

Total Bid Price in Numbers

Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from the bid opening, or until a Contract for the Work is fully executed by City and a third party, whichever is earlier.

*** Measurement taken by diameter at breast height.**

**** Note: This Agreement is subject to prevailing wage laws, Labor code Section 1770 et seq.**

EXHIBIT D

CITY OF LAKE FOREST TREE MANAGEMENT SERVICES SPECIAL PROVISIONS TO THE MAINTENANCE AGREEMENT

1.00 TRAFFIC CONTROL

- 1.01 Traffic control shall be provided by the Contractor in conformance to the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD) and as directed by the City. The Contractor shall submit traffic control plans for unusual circumstances (as determined by the City) that are out of the ordinary for right-of-way maintenance. All traffic control costs to the Contractor including, but not limited to, the cost of lane closures and traffic control plans shall be included in various contract bid items, and no separate payment will be made therefore. The provisions in this section will not relieve the Contractor from its responsibility to provide such additional devices or take such measures as may be necessary to maintain public safety. Payment for supplementary traffic control plans shall be included in the unit price and no additional payments will be made.
- 1.02 When lanes are closed for only the duration of work periods, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder at the end of the work period.
- 1.03 The Contractor shall comply with all requirements of the City Traffic Engineering Manager and shall bear all costs of required traffic control including, but not limited to signs, cones, portable markers, flagmen, etc.

2.00 USE OF CHEMICALS

- 2.01 All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator with the recommendations filed with the city, and written by a licensed Pest Control Advisor.
- 2.02 Chemical applications shall strictly conform to all governing regulations. Contractor's staff applying chemicals shall possess all required licenses and certifications.

- 2.03 Records of all operations, including applicators names stating dates, times, methods of application, chemical formulations, and weather conditions shall be made and retained according to governing regulations.
- 2.04 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained.
- 2.05 Material Safety Data Sheets (MSDS) and sample labels shall be provided to the Public Works Manager for all products and chemicals used within the City.
- 2.06 All applicators shall obtain a Qualified Pest Control Applicator Certificate through State of California Pesticide Regulation Board. All chemical applications shall be reported to the State at no additional cost to the City.
- 2.07 Monthly Chemical Application Reports shall be submitted to the City.
- 2.08 Proper advanced notice shall be given to area users at least 24 hours prior to application.

3.00 COMMUNICATIONS AND EMERGENCY RESPONSE

- 3.01 The Contractor shall, during the term of this Contract, maintain two telephone numbers, toll free to an Orange County region area code, at which the Contractor or Contractor's responsible employee may be contacted at any time, seven (7) days per week twenty-four (24) hours a day, to take the necessary action regarding all inquiries, complaints and the like, that may be received from the City or other City personnel. For hours beyond a normal 8:00 a.m. to 5:00 p.m. business day, an answering service shall be considered an acceptable substitute for full time twenty-four hour coverage, provided that the Contractor responds to the City by return call within one hour of the City's original call and arrive onsite within two hours of the original call. Failure to respond will lead to possible deductions and City contacting another contractor to respond to the emergency and passing those costs to the Contractor in addition to any deductions incurred.
- 3.02 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the City. If any complaint is not abated within 24 hours, the Contractor shall notify the City immediately of the reason for not abating the complaint followed by a written report within. If the complaints are not abated within the time specified or to the satisfaction of the City, the City may correct the specific

complaint and the total cost incurred will be deducted and forfeit from payments owing to the Contractor from the City.

- 3.03 All requests for emergency services shall require a qualified technician to be dispatched to the required location as soon as possible after notification; but in all cases within two (2) hours, to the satisfaction of the City. If any emergency service request is not responded to in two (2) hours, the City shall be notified immediately of the reason for not meeting the required response time followed by a written report to the City within one (1) working days.
- 3.04 Whenever immediate action is required to prevent possible injury, death, or property damage, City may, after reasonable attempt to notify the Contractor, cause such action to be taken by alternate work forces. As determined by the City, charge the cost thereof to the Contractor, or deduct such cost from any amount due to the Contractor. This deduction shall include a markup for administrative costs equal to fifteen (15) percent of the actual costs incurred.
- 3.05 The Contractor shall maintain a written log of all communications, the date and the time thereof and the action taken pursuant thereto or the reason for non-action. Said log of complaints shall be available for review at the discretion of the City at all reasonable times.

4.00 CONTRACTOR'S STAFF AND TRAINING

- 4.01 Each crew of Contractor's employees shall include at least one individual who speaks the English language proficiently. For the purposes of this section, a crew is understood to be any individual worker or group of workers who might service any facility, median, roadside, park or trail area without other Contractor's supervisory personnel present.
- 4.02 The City may at any time give Contractor written notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of City staff, its Contractors, the public patronizing the premises. Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter. Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of Contractor's employees will not be detrimental to the interest of City staff, its contractors & vendors and, the public patronizing the premises.
- 4.03 The City may at any time order any of the Contractor's personnel removed from the premises when, in the reasonable belief of the City, said

Contractor's personnel is objectionable, unruly, unsafe, or otherwise detrimental to the interest of the City or the public patronizing the premises

- 4.04 The Contractor shall require each of his personnel to adhere to basic public works standards of working attire including uniform shirts and/or vests clearly marked with the Contractor's company name and employee name badges as approved by the City. Sufficient changes shall be provided to present a neat and clean appearance of the Contractor's personnel at all times. Shirts shall be worn and buttoned at all times. Contractor's personnel shall be equipped with proper shoes and other gear required by State Safety Regulations. Brightly colored traffic vests or reflectors shall be worn when personnel are working near vehicular traffic.
- 4.05 The Contractor's staff must meet the minimum listed qualifications to perform work for the City under this agreement.
- ISA Tree Worker certification required for all tree trimmers.
 - ISA Tree Worker certification (desirable) and ISA Arborist certification required for Foreman and/or Supervisor of each crew. At least one Foreman is required per every three (3) crewmembers.
 - ISA Certified Utility Specialist employed by the firm.
 - ISA Certified Municipal Specialist employed by the firm.
 - Technicians to provide technical support for inventory software.
- 4.06 The Contractor's staff will be required to work in a semi-autonomous manner while maintaining open lines of communications with City inspectors. The Contractor's staff will be required to interact in a businesslike and professional manner with City staff and members of the public.

5.00 NON-INTERFERENCE - NOISE

- 5.01 Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.
- 5.02 In the event that the Contractor's operations must be performed when persons of the public are present, Contractor shall courteously inform said persons of any operations that might affect them and, if appropriate, request persons to move out of the work area.
- 5.03 Contractor shall be subject to local ordinances regarding noise levels with regard to equipment operations. Contractor shall not use any power

equipment prior to 7:00 a.m. or later than 10:00 p.m., except under emergency circumstances. Further, any schedule of such operations may be modified by Public Works Manager in order to insure that the public is not unduly impacted by the noise created by such equipment.

6.00 EQUIPMENT

- 6.01 The Contractor shall provide Cranes, Personnel Lifts and/or Aerial Work Platforms as specified in this Section for the price specified in Bid Item A27 and A28 of the Contractor's Bid Proposal. Hydraulic Personnel Lifts/Aerial Work Platforms must be self-propelled, street legal, and fully operational from the work platform. The lifting portion of this equipment must be capable of reaching a minimum of 95 feet in height. The hourly rate quoted shall include an operator. No additional hourly pay will be provided for this operational equipment over and above the Contractor's quoted hourly rate for the equipment in proposal items.
- 6.02 In the event that the Public Works Manager or his authorized representative requests the Contractor to provide specialty equipment that would not normally be supplied by field technicians including Heavy Equipment (all types), Cranes, Scaffolds, and Pavement Cutting Tools, the Contractor agrees that compensation for the specialty equipment shall be as detailed in this section. Regardless of ownership, the rates to be used in determining Contractor's equipment rental costs shall be the edition of the "Labor Surcharge and Equipment Rental Rates" published by Caltrans, current at the time of the Contractor's actual use of the tool or equipment. Caltrans' equipment rates website can be found at the following web address: <http://www.dot.ca.gov/hq/construc/equipmnt.html>. The labor surcharge rates and right of way delay multipliers published therein are not a part of this contract. Specialty Equipment shall be procured from sources within a fifty-mile radius of the City of Lake Forest if possible. Delivery time will be compensated for actual delivery time or a maximum of one (1) hour for delivery and one (1) hour for equipment return regardless of where the equipment is actually located. Specialty Equipment that is not available within this parameter will be compensated for actual delivery time with prior approval by the Public Works Manager or his/her authorized representative.

7.00 INSPECTIONS, MEETINGS, & REPORTS

- 7.01 City reserves the right to perform inspections, including inspection of Contractor's equipment, at any time for the purpose of verifying Contractor's performance of Contract requirements and identifying deficiencies.

- 7.02 The Contractor or his/her authorized representative shall meet with the City on each site at the discretion and convenience of the City, for walk-through inspections at no additional costs to the City.
- 7.03 At the request of the City, the Contractor, or his/her appropriate representative, shall attend meetings and/or training sessions, as determined by the City, for purposes of orientation, information sharing, Contract revision, description of City policies, procedures, standards, and the like at no additional costs to the City.
- 7.04 Contractor shall provide to the City such written documentation and/or regular reports, as the City deems necessary to verify and review Contractor's performance under this Contract and to provide to the City pertinent information relative to the maintenance, operation, and safety of the City's property. All reports, logs, tools, etc. shall be maintained and submitted in a City approved electronic format at no additional costs to the City.

8.00 ENFORCEMENT, DEDUCTIONS AND LIQUIDATED DAMAGES

- 8.01 The Public Works Manager shall be responsible for the enforcement of this Contract on behalf of City and may enforce deductions in accordance with this Section.
- 8.02 If, in the judgment of the City, the Contractor is deemed non-compliant with the terms and obligations of the Contract, the City, may, in addition to other remedies provided herein, deduct up to pro-rata from the Contractor's invoice for work not performed, and/or deduct liquidated damages. Notification of the amount to be withheld or deducted from payments to Contractor will be forwarded to the Contractor by the City in a written notice describing the reasons for said action. The written notice shall provide the City's reason for any deductions so imposed. Work will be considered not to have been performed when any of the following but not limited to conditions exists:
- The work tasks in an area were not performed in strict accordance with the performance standards.
 - Work tasks were not performed in their entirety.
 - The specified equipment, tools, and chemicals were not used or were not in good operating condition.
 - The tasks were not performed within the scheduled work shift or within the specified timeframe.
- 8.04 In the event of non-performance of work by the Contractor, the City will have the right to exercise one of the following options:

- The Contractor shall, within two (2) hours, correct such non-performance upon notification by the City and the City shall make no deductions for that non-performance.
- The City shall correct the non-performance by using another Contractor, or by other means it deems necessary and reasonable. Direct costs incurred by the City for the performance of such work shall be deducted from payments made to the Contractor. A 15% markup for administrative costs will be levied.
- The City shall allow the non-performance to remain uncorrected and shall make a deduction from payments to the Contractor.

8.05 The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the said specified time frame. The parties hereby agree that a reasonable estimate of such damages shall be on a time and material basis per facilities, medians, roadsides, or parks areas, as described in Exhibit A, Section 2.00. City may correct any and all deficiencies using alternate forces. The total actual costs incurred by completion of the work by alternate forces will be deducted and forfeited from the payment to the Contractor. A 15% markup for administrative costs will be levied.

8.06 Failure of the City during the process of the Agreement to discover or reject unacceptable work, or work not in accordance with the Agreement, shall not be deemed an acceptance thereof nor a waiver of the City's right to a proper execution of the Agreement or any part of it by the Contractor.

8.07 The action above shall not be construed as a penalty but as adjustment of payment to Contractor to recover cost or loss due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.00 EDUCATION AND OUTREACH

9.01 The Contractor is required to provide support to the City's education and outreach efforts at no additional cost to the City. The Contractor is required to participate in the City's Arbor Day Event, which is typically held in April or May each year, and will be required to provide additional education and outreach support to the City when requested.

9.02 If in the future, the City elects to become designated as a "Tree City USA" participant, the Contractor shall endeavor to provide support to the City to ensure the City achieves and maintains that designation at no additional cost to the City.

EXHIBIT E

CITY OF LAKE FOREST TREE MANAGEMENT SERVICES INSURANCE REQUIREMENTS

1.1 Insurance.

1..1.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$5,000,000 per occurrence and no less than \$10,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$5,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

1.1.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2(A), Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) The policy or policies of insurance required by Section 3.2.10.2(B) Automobile Liability, and Section 3.2.10.2(D) Professional Liability, shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) The policy or policies of insurance required by Section 3.2.10.2(C), Workers' Compensation, shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

1.1.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required insurance coverages shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

1.1.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be

promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies. Consultant shall provide to City satisfactory evidence as required under Section 3.2.10.1 of this Agreement.